

**SLFY LLC
MOBILE APPLICATION
TERMS OF USE**

PLEASE READ THIS TERMS OF USE AGREEMENT CAREFULLY BEFORE DOWNLOADING THE SLFY APPLICATION.

By downloading, accessing and/or using this mobile application (the "Application") owned by SLFY, Inc. ("SLFY") you signify that you have read, understand and agree to be bound by all of the terms and conditions as set forth in this Terms of Use Agreement ("Agreement"). SLFY's [Disclosure and Disclaimer](#) and [Mobile Application Privacy Statement](#) are subject to and incorporated by reference into this Agreement (collectively, the "Mobile Application Documentation"). SLFY may change the terms of the Agreement at any time and without notice, effective upon the posting of the revised Agreement. Your continued use of the Application shall be considered your acceptance of the revised Agreement. You must have the most current version of the Application to ensure that it is working properly. It is your responsibility to periodically check the Application and/or our website at www.slfyapp.com to determine if you have the most current version of the Application. If you do not agree to this Agreement, please do not download the Application.

Authorized users

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services and do not have more than one SLFY account. We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion of thereof, and block or prevent your future access to and use of the Services or any portion thereof.

Privacy and Data Usage

By using the SLFY application you agree to let SLFY collect information about your usage of the application. For example, when you open a destructible message, photo or capture a screenshot of a photo, you agree that SLFY is authorized to keep data related to that and related interactions. You expressly authorize SLFY to share data related to the fact that you took these actions with the sender of the message/destructible photo. You also authorize and agree to allow SLFY collect information related to your use of SLFY from and about your device, including but not limited to information related to our "Find Friends". Specifically you agree and authorize SLFY access the address book on your device and upload data to its servers to sync your contacts and find and maintain a record of which of your friends are already SLFY users. For more information about the information we collect from you and your device and SLFY's privacy practices, please review our [Privacy Policy](#).

Application use and content

The Services consist of interactive features and areas that allow users to see a list of other users within a certain range of proximity by geo-location and user names and to be able to send each

other self-destructing messages, pictures and videos. to the other users **with viewing time prescribed by the sender of the messages, drawings, pictures and videos** You understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your privacy settings. You agree to abide by our [Community Guidelines](#), which may be updated from time to time.

You agree that you are solely responsible for your User Content and that SLFY is not responsible or liable for any User Content. We reserve the right at our absolute discretion, to review, screen and delete User Content at any time and for any reason.

You retain all ownership rights in your User Content. However, by submitting User Content to SLFY, you hereby grant us a nonexclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display such User Content in connection with the Services, subject to your use of privacy settings in the Services to control who can see your User Content.

Limitations of Liability and Indemnification

THE DOWNLOADING AND/OR USE OF THE APPLICATION IS ENTIRELY AT YOUR OWN RISK AND IN NO EVENT SHALL SLFY BE LIABLE (WHETHER UNDER THE LAW OF CONTRACTS, TORTS OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES OR LIABILITIES (COLLECTIVELY "DAMAGES") WHATSOEVER ARISING OUT OF OR RELATING TO THIS APPLICATION. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE APPLICATION IS TO STOP USING THE APPLICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD SLFY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, AND SETTLEMENTS, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES RESULTING FROM OR ALLEGED TO RESULT FROM YOUR USE OF THIS APPLICATION.

Unenforceable Provisions

If any provision of this Agreement is, or is found to be, unenforceable under applicable law, you agree that such unenforceability will not affect the enforceability of the other provisions of this Agreement.

SLFY USE AND USER LICENSE

Unless otherwise stated, all materials contained in or within the Services, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively, "SLFY Content"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws and unauthorized use of SLFY Content may violate such laws and these Terms. Except as expressly provided in these Terms, SLFY does not grant any express or implied rights to use SLFY Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, SLFY Content, the Services or any related software, except as expressly stated in these Terms.

You are hereby granted a limited, nonexclusive, non-sub licensable license to access and use the Services and SLFY Content. This license is revocable at any time. This license is subject to these Terms and does not include:

- The distribution, public performance or public display of SLFY Content;
- Modifying or otherwise making any derivative uses of the Services or SLFY Content, or any portion thereof;
- Use of any scraping, data mining, robots or similar data gathering or extraction methods;
- Downloading (other than page caching) any portion of the Services, SLFY Content or any information contained therein, except as expressly permitted on the Services;
- Accessing the SLFY API with an unauthorized or third-party client; and
- Any use of the Services or SLFY Content other than for their intended purposes.

Any use of the Services or SLFY Content other than as specifically authorized in these Terms, without the prior written permission of SLFY, is strictly prohibited and will terminate the license to use SLFY granted in these Terms.

Prohibited Activities

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Compromise the security of the Services;
- Send any unsolicited or unauthorized advertising, spam, solicitations or promotional materials;
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services;
- Use or attempt to use another user's account without authorization;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorized to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory or stalking conduct;
- Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent;
- Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your SLFY account, including your SLFY username and/or password without SLFY's prior written consent;
- Develop any third-party applications that interact with User Content or the Services without our prior written consent; and
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms.

You further agree to abide by any third-party terms that apply when posting reviews of SLFY, including the iTunes App Store [Terms of Service](#) and/or the [Android Market Terms of Service](#).

Posting SLFY usernames in app store reviews is strictly prohibited and may result in the deletion of your SLFY account.

Account Security

After opening a SLFY account, you accept all responsibility for any activity that occurs while logged into your account. You are responsible for making sure that you keep your username and password secure and safe. You agree that you will not share your password with others or do anything that might jeopardize the security of your account.

When you first create a SLFY account, we ask for your mobile number in order to verify your account. Please be aware that your carrier's text messaging fees apply for mobile number verification.

Modifications to the Services

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

Copyright Policy

SLFY respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work.

If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of [17 U.S.C. § 512\(c\)\(3\)](#), with our designated agent:

SLFY, 495 Brickell Ave, #5404, Miami, Florida 33131 by email at help@slfyapp.com and by telephone at 786 457 2646

Note to International Users

The Services are hosted in the United States. If you are a user accessing the Services from any other country other than the United States or Canada and such country is regulated by laws that govern personal data collection, use, and disclosure that are different from United States Laws, you agree that your continued use of these services means that you submit to the United States laws that govern personal data collection, use and disclosure of same and that you expressly consent to transferring your personal information to the United States.

Disputes

1) Indemnification

By agreeing to these Terms you agree to indemnify, defend and hold harmless SLFY, our managing members, shareholders, employees, affiliates, licensors and suppliers (the "SLFY Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your use of the Services;

(b) any User Content you post, upload, use, distribute, store or otherwise transmit through the Services; (c) your violation of these Terms; or (d) your violation of the rights of another.

2) Limitation of Liability

Except where prohibited by law, in no event will SLFY or the SLFY Parties be liable for any indirect, special, punitive, incidental, exemplary or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if SLFY has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against SLFY for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, SLFY is found liable to you for any damage or loss which arises out of or is in any way connected with your use of the Services or any content, SLFY's liability shall in no event exceed \$1.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

3) Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SLFY AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You and SLFY agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and SLFY are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and SLFY agree (a) that any arbitration will occur in Los Angeles County, California; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the state or federal courts of Los Angeles County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND SLFY WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

4) Forum and Venue

A lawsuit, if any, by you or SLFY against the other will occur in state or federal court in Miami-Dade County, Florida. You and SLFY agree that the jurisdiction and venue of these courts is exclusive.

Applicable Law

Any dispute between you and SLFY will be governed by these Terms and the laws of the State of Florida and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Complete Agreement

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and SLFY.

Ownership of Intellectual Property and Limited License

All intellectual property to this Application, including all Application material, is protected by copyright, trademark, or patent laws, and is owned exclusively by SLFY. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Application. All trademarks, service marks and trade names are owned, registered and/or licensed by SLFY.

Use and Prohibited Use Restrictions

You may use the Application only for your own personal, non-commercial use. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute this Application or the material on this Application (in any form or media) without SLFY's prior written consent. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on this Application.

Enforcement of Copyright and Protection of Intellectual Property

If SLFY discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license above, SLFY may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of SLFY's copyright or protected materials that contravenes or may contravene the terms of the license above, immediately report this by email to help@slfyapp.com first-class mail to SLFY, Inc. 495 Brickell Ave, #5404, Miami, Florida 33131

DISCLAIMER-No Warranties

THE SERVICES AND THE SLFY CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, WHILE SLFY ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE SECURE OR ERROR-FREE OR THAT THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS OR IMPERFECTIONS

In addition SLFY **DOES NOT WARRANT THAT** (i) its Application will be constantly available, or available at all; (ii) that the information in this Application is complete, true, accurate, or (iii) your opt-out choices will be successfully executed in all cases. SLFY does not warrant that the Application is free of defects or errors.

NO WARRANTY RELATED TO "Self-Destructing" CAPABILITY OF THE APPLICATION

This application allows for users to send each other self-destructing messages, drawings pictures and videos. to the other users with viewing time prescribed by the sender. **SLFY DOES NOT IN**

ANYWAY WARRANT THAT USERS INCLUDING RECIPIENTS OF SELF DESTRUCTING MESSAGES/PHOTOS ETC. WILL NOT BE ABLE UPLOAD, COPY, INCLUDING USING SCREENSHOT CAPABILITY, TAKING PHOTOS OF THE SCREEN WITH THE MESSAGE, PICUTRE, PHOTO, DRAWINGS SELF DESTRUCT. MOREOVER SLFY DOES NOT WARRANT THAT THE “SELF-DESTRUCTING” COMPONENT WILL ALWAYS FUNCTION AND USERS MUST USE THIS APPLICATION KNOWING THAT THE SELF-DESTRUCTING ASPECT OF THE APPLICATION MAY NOT FUNCTION FROM TIME TO TIME.

Feedback, Questions Comments and Contact

SLFY may be contacted by mail 495 Brickell Ave, #5404,Miami, Florida 33131 by email at info@slfy.com and by telephone at 786 457 2646 with any feedback, questions and/or comments. You agree that any feedback, suggestions, ideas or other information or materials regarding SLFY or the Services that you provide, whether by email or otherwise communicated, ("Feedback") will be non-confidential and shall become the sole property of SLFY. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.